

## **PROFESSIONAL SERVICES**

30. **Approve Amendment #2 to Work Order #15 – Sweetwater Cove (NRCS) Project under PS-5116-02/BJC – Minor Projects Construction Engineering and Inspection Services with Metric Engineering, Inc. (\$2,966.80).**

PS-5116-02/BJC provides for construction engineering and inspection services for Public Works projects with an estimated construction cost of less than \$500,000. It shall be the responsibility of the Consultants to provide services as necessary to administer the construction contract in the manner so as to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions.

Work Order #15 provides construction engineering and inspections services for the Sweetwater Cove Tributary Surface Waste Restoration Project, Erosion Control/Stormwater Treatment. Amendment #2 will provide for additional hours of CE&I services in conjunction with the extended time necessary for the Construction of the project. The following is a summary of the cost of Work Order #15:

Original Work Order Sum	\$30,485.24
1 <sup>st</sup> Amendment	\$19,502.45
Add 2 <sup>nd</sup> Amendment	<u>\$ 2,966.80</u>
Revised Work Order Sum	\$52,954.49

Funds will be available in account 07760.560650 CIP 233604. Public Works/Roads-Stormwater Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the County Manager to execute the Amendment #2 to Work Order #15 as prepared by the Purchasing and Contracts Division.

# WORK ORDER AMENDMENT

**Board of County Commissioners**  
**SEMINOLE COUNTY, FLORIDA**

**Amendment Number:** 2  
**Work Order Number:** 15

Master Agreement No.: PS-5116-02/BJC Dated: 8/5/2002  
Contract Title: Master Agreement for CEI Services  
Project Title: Sweetwater Cove (NRCS)

Consultant: Metric Engineering, Inc.  
Address: 2269 Lee Road, Suite 100  
Winter Park, FL 32789

**ATTACHMENTS TO THIS AMENDMENT:**

- ☐ drawings/plans/specifications  
☐ scope of services  
☐ special conditions  
☒ Man-Hour & Fee Estimate

In consideration of the mutual understandings and agreements contained herein, the parties agree Work Order Number 15 dated March 25, 2005, and amended on September 19, 2005, is amended as follows:

1. The County agrees to increase the compensation paid to the CONSULTANT an additional sum of TWO THOUSAND NINE HUNDRED SIXTY-SIX AND 80/100 Dollars (\$2,966.80) for the man-hour estimate attached. The total compensation through this Second Amendment shall not exceed FIFTY-TWO THOUSAND NINE HUNDRED FIFTY-FOUR AND 49/100 Dollars (\$52,954.49).

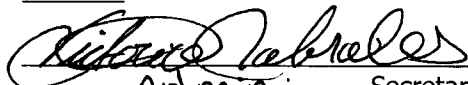
Except as herein modified, all terms and conditions of this Work Order shall remain in full force and effect for the term of this Work Order as originally set forth in said Work Order.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

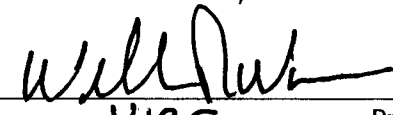
(THIS SECTION TO BE COMPLETED BY THE COUNTY)

METRIC ENGINEERING, INC.

ATTEST:

  
Admin. Secretary

(CORPORATE SEAL)

By:   
VICE, President

Date: \_\_\_\_\_

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BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

WITNESSES:

\_\_\_\_\_  
(Seminole County Contracts Analyst)

By: \_\_\_\_\_  
J. KEVIN GRACE, County Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
(Seminole County Contracts Analyst)

As authorized by Section 330.3, Seminole  
County Administrative Code.

OP 12494

# **WORK ORDER AMENDMENT**

## **TERMS AND CONDITIONS**

- a) Except as herein modified, all terms and conditions of the cited original Work Order (as previously amended, if applicable) shall remain in full force and effect for the term of the Work Order as originally set forth in said Work Order.
- b) In accordance with the Master Agreement, which states that any amendments shall be valid only when expressed in writing and duly signed by the parties, the parties desire to amend the cited Work Order as indicated.
- c) The Scope of Services attached to the cited Work Order is modified as provided in the attached Exhibit "A" which is incorporated by this reference.
- d) The CONSULTANT shall provide said services pursuant to this Amendment, the cited Work Order (as further amended, if applicable), its Attachments, and the cited Master Agreement (as amended, if applicable) which are incorporated herein by reference as if they had been set out in their entirety.
- e) It is expressly understood by the CONSULTANT that this Amendment, until executed by the COUNTY, does not authorize any changes to the cited Work Order and that the COUNTY, prior to its execution of the Amendment, reserves the right to cancel the Amendment without penalty if it is determined that to do so is in the best interest of the COUNTY.
- f) The CONSULTANT shall sign the Amendment first and the COUNTY second. This Amendment becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Amendment will be forwarded to the CONSULTANT upon execution by the COUNTY.



# **METRIC ENGINEERING, INC.**

**CONSULTING ENGINEERS**

**- PLANNERS**

**- SURVEYORS**

901 N. LAKE DESTINY DRIVE  
PHONE: (407) 660-4720

SUITE 379

MAITLAND, FL 32751  
FAX: (407) 660-4770

October 10, 2005

Robert Walter, P.E., Principal Engineer  
Seminole County Roads - Stormwater Division  
177 Bush Loop  
Sanford, Florida 32773  
Ph. (407) 665-5942 Fax (407) 665-5805

**Re: Sweetwater Cove Tributary Surface Water Restoration  
Erosion Control/Stormwater Treatment Project  
Supplemental Amendment Request No. 2**

Dear Mr. Walter:

The above Project was executed with a construction contract time of 90 days. As you are aware the Contractor is behind schedule and as of July 12, 2005, the Contract Time has elapsed. Our work order to provide CEI Services for this project matched the construction duration.

As discussed, Supplemental Amendment No. 2 will be required so that services may continue during the Contractor's extended performance period. I have attached a CEI Man-hours and Fee Estimate for the above referenced amendment. It is consistent with our discussions regarding the additional CEI Services required to reach final completion of this project.

If you have any questions or need additional information, please contact me.

Sincerely,  
Metric Engineering, Inc.

  
Edward J. DeCresie  
CEI Operations Manager

EJD/ak  
cc: File

**SEMINOLE COUNTY  
PUBLIC WORKS MINOR PROJECTS, PS-5116-02/BJC**

**CEI MAN-HOUR & FEE ESTIMATE FOR  
Sweetwater Cove Tributary Surface Water Restoration Project Erosion Control/Stormwater Treatment  
Project  
(TESTING SERVICES COORDINATION ONLY)**

**Supplemental Amendment No. 2**

Personnel	Salary		
Classifications	Rate	Hours	Cost
Resident Project Engineer	\$93.44	20.63	\$1,927.67
Project Engineer	\$84.54	0	\$0.00
Secretary	\$39.41	0	\$0.00
Senior Inspector	\$59.36	0	\$0.00
Inspector	\$50.37	20.63	\$1,039.13
<b>TOTALS</b>		<b>20.6</b>	<b>\$2,966.80</b>

Personnel	Month	MONTHLY PERCENTAGE				TOTAL HOURS
		1	2	3	4	
Resident Project Engineer		0.13	0.00	0.00	0.00	20.6
Project Engineer		0.0	0.0	0.0	0.0	0.0
Secretary		0.0	0.00	0.0	0.0	0.0
Senior Inspector			0.0	0.0	0.0	0.0
Inspector		0.13	0.00	0.0	0.0	20.6
Total Hours	0.0	41.3	0.0	0.0	0.0	20.6

The extension of CEI Services is the result of the Contractor not meeting original schedule.